
2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 | David A. Northern, Sr., **President & CEO**
Houston Housing Authority Board of Commissioners: LaRence Snowden, *Chair* | Kristy M. Kirkendoll, *Vice Chair*
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

The Houston Housing Authority ("HHA"), has issued this Amendment No. 1 to RFP 22-11 Comprehensive Legal Services for the purposes of:

1. Revising Section 4.0 Procurement Schedule to read:

<u>EVENT</u>	<u>DATE</u>
Deadline for Sealed Responses	2 P.M. "CDT" May 6, 2022
Estimated Contract Award Date	June / July 2022

2. Incorporating the attached Draft Contract into the solicitation as Exhibit E for informational purposes, which is not required to be submitted with the sealed proposals.

All other terms and conditions in the solicitation shall remain the same.

4-8-2022

Date

Austin Crotts

Austin Crotts

Interim Procurement Manager



A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-260-0353, TTY 713-260-0547 or 504ADA@housingforhouston.com

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BETWEEN

AND

THE HOUSTON HOUSING AUTHORITY

Contract # 22-11

THIS CONTRACT ("the Contract") is entered into by and between Houston Housing Authority ("HHA"), which is a public housing authority pursuant to Section 392 of the Texas Local Government Code, having its principal place of business at 2640 Fountain View, Houston, Texas 77057, and _____, (hereinafter referred to by name, or as the "Attorney" or the "Attorneys") which is a legal law firm having its principal place of business at _____.

WITNESSETH:

WHEREAS, the HHA is a public body corporate and politic organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authorities Law in the Local Government Code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low-income families, the elderly, the handicapped and the disabled; and

WHEREAS, the HHA is in need of law firms experienced in _____; and

WHEREAS, the HHA issued Request for Proposal 22-11 ("RFP") to procure experienced law firms offering professional legal services on an as-needed basis in _____ as outlined in the RFP; and

WHEREAS, the proposals timely received were evaluated and _____ was determined to be the most advantageous to HHA, and the HHA selected _____ to serve as HHA's legal counsel concerning _____ matters;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. TERM

1.1 This Contract shall become effective on the date that it is executed by HHA. The Contract shall have a period of performance of ____ () year(s), with HHA having the option to extend the contract ____ () additional years(s), unless terminated sooner in accordance with the Contract.

2. SCOPE OF SERVICES

2.1 Services under this Contract will include all of those tasks set forth in, or otherwise contemplated by, or reasonably inferable from RFQ 22-11, as it relates to the service areas identified below:

2.1.1 General Legal Services: _____

2.2 _____, partners of **Attorneys** shall manage the **Attorneys** and will coordinate the necessary tasks and ensure that the required tasks are performed properly and timely. _____, an associate/senior counsel/partner of **Attorneys**, shall serve as the **HHA**'s primary contact.

2.3 Work assignments to the **Attorneys** under this Contract shall be made by the President and CEO, or the General Counsel, and such other persons as either of them may designate in writing to the **Attorneys**. Any work performed by **Attorneys** without such authorization shall not be compensable by **HHA**.

3. COMPENSATION

3.1 In consideration for the work to be performed by the **Attorneys**, the **HHA** shall pay the **Attorneys** in accordance with the following schedule:

<u>Attorney(s)</u>	<u>Rate</u>
_____	\$ _____ per hour
_____	\$ _____ per hour

3.2 The **Attorneys** will ensure that the level of services rendered is cost efficient. In addition to the fee compensation referred to in Section 3.1, the **Attorneys** shall be reimbursed for filing fees, court costs, long distance telephone calls, reasonable travel expenses and reasonable expenses for lodging and meals while on travel status when such travel is solely related to the work contemplated herein. Reimbursement for travel expenses and lodging will be subject to preapproval by **HHA**.

3.3 As a condition precedent to any payment to the **Attorneys** under this Contract, **Attorney** shall submit to **HHA** a statement of account (invoice) which clearly sets forth by dates (year, month, day) the designated items of work in specific detail, by whom performed, the time appropriately charged thereto prorated in terms of six (6) minute intervals, in connection with an hourly rate (as applicable) and the total number of hours charged under each rate for each employee of Attorney. Such statements shall be submitted monthly and invoices shall be paid by **HHA** within thirty (30) days of receipt of invoice. Each invoice must be approved by the **HHA**'s General Counsel or his designee.

4. NOTICES

4.1 Any notice to be given under this Contract by either party to the other may be affected either by personal delivery in writing or by facsimile, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraphs of this Contract. Notices delivered personally or in a facsimile shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three days after mailing.

The contact person for **HHA** will be:

Office of General Counsel
Houston Housing Authority
2640 Fountain View Drive
Houston, Texas 77057
Phone: 713-260-_____
Email: _____

The contact person for the **Attorneys** will be:

Phone: _____
Email: _____

5. ENTIRE CONTRACT

5.1 The General Conditions for Non-Construction Contracts included in the RFP (HUD Form 5370-C) shall apply to this Contract. In addition, this Contract, along with RFQP No. 22-11 (attached hereto as Exhibit 1), the **Attorneys'** Response/Proposal (attached hereto as Exhibit 2), the Proposed M/WBE Participation Plan (attached hereto as Exhibit 3), and the Section 3 Business Certification (attached hereto as Exhibit 4), which are attached hereto and incorporated and made a part of this Contract as if fully copied verbatim, constitute the sole and only contract of the parties to it and supersedes any prior understanding or written or oral contract between the parties respecting this subject matter. There are no oral agreements. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by the party to be charged. In the event of any conflict between the terms of this Contract and the Exhibits referenced above, the terms and provisions of HUD Form 5370 and this Contract shall control and supersede said Exhibits.

6. GOVERNING LAW

6.1 This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Contract are performable in Harris County, Texas. In any dispute under this Contract, venue shall lie exclusively in Harris County, Texas.

7. SUCCESSORS AND ASSIGNS

7.1 This Contract shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns. No assignment of this Contract shall be made without prior approval of the parties.

8. CONCURRENT REMEDIES

8.1 No right or remedy herein conferred on or reserved to a party hereto is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

9. LEGAL CONSTRUCTION

9.1 In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

10. HUD GENERAL CONDITIONS

10.1 The General Conditions for Non-Construction Contracts included in the RFP (HUD Form 5370-C) shall apply to this Contract and are incorporated herein by reference.

11. COURT ACTIONS

11.1 The **Attorneys** agree to give **HHA** immediate notice in writing of any actions or suits filed and prompt notices of any claims made against **HHA** or any of the parties involved in the implementation and administration of this Contract.

12. RECORDS FOR AUDIT PURPOSES

12.1 Without limitation to any other provision of this Contract, the **Attorneys** shall maintain all records concerning the program or project financed under this Contract which **HHA** reasonably requires for five (5) years from the expiration date of the Contract unless a longer period is required under Title 24, CFR Sec. 85.42. The **Attorneys** shall maintain records required by 24 CFR Sec 135.120 for the period that the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), requires the records to be maintained. The **Attorneys** will give the **HHA**, and subject to **HHA** approval, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the services provided hereunder. The right to access shall continue as long as the records are required to be maintained.

13. TERMINATION OF AGREEMENT AND LEGAL SERVICES

13.1 Notwithstanding anything to the contrary herein, this Contract and all legal services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, pleadings, memoranda, exhibits, project data, reports and/or evidence shall, at the option of **HHA** become its property and shall be delivered to it or to any party it may designate. In the event of such termination, counsel shall be paid for all satisfactory work approved by **HHA**, which occurs prior to termination or cancellation, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination.

14. NON-APPROPRIATION CLAUSE

14.1 The **Attorneys** understand that **HHA** is a governmental entity and should it not be funded for any period during the term of this Contract, any sums due for the remainder of the term shall be forgiven, and this contract shall be automatically terminated and **HHA** shall not be liable for payment thereof. **HHA** must give written notice to the **Attorneys** within thirty (30) days, if possible, after learning that funds will not be available. For this contract, the **HHA** hereby certifies that adequate funds are available to complete the services outlined herein.

15. INDEPENDENT CONTRACTOR

15.1 The **Attorneys** are an independent contractor of **HHA** and not an employee of **HHA**. Nothing contained in this Contract will be deemed or construed to create a partnership between the **Attorneys** and **HHA**. The **Attorneys** will have no authority to create any obligation or make representations or warranty binding on **HHA**. All personnel supplied or used by the **Attorneys** in connection with this Contract will be deemed employees, agents, or subcontractors of the **Attorneys** and will not be considered employees, agents or subcontractors of **HHA** for any purpose whatsoever. The **Attorneys** are solely responsible for payment of wages and/or overtime to the **Attorney's** employees. By entering into this contract, the **Attorneys** and **HHA** are not entering into a joint employment relationship. Furthermore, the **Attorneys** agree to comply with all applicable federal and state laws pertaining to the proper classification of workers. Additionally, **Attorneys** are aware that in accordance with Section 214.008 of the Texas Labor Code, contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200.00 by the Texas Workforce Commission for each individual that has been misclassified.

16. INSURANCE

16.1 Before commencing work, the **Attorneys** shall furnish **HHA** with certificates of insurance showing that the following insurance is in full force and effect and will insure all operations under this Contract, and name **HHA** as an additional insured as demonstrated by proper policy endorsements.

- a. Workers' compensation in accordance with the state of Texas rules and regulations.

b. General liability insurance with a single limit for bodily injury of \$1,000,000.00 per occurrence and property damage limit of no less than \$1,000,000.00 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000.00. Such insurance shall protect the **Attorneys** against claims of bodily injury or death and property damage to others. If the **Attorneys** have a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

c. Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

d. Professional liability with a combined or aggregate coverage of no less than \$2,000,000.00.

16.2 All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. The **Attorneys** shall not permit the insurance policies required for this contract to lapse during the period for which this Contract is in effect. All certificates of insurance shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to **HHA**. Proof of the required insurance coverage must be provided to **HHA** before **Attorneys** commence work under this contract.

17. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

17.1 ATTORNEYS SHALL INDEMNIFY, DEFEND, AND HOLD HHA AND ITS OFFICERS, COMMISSIONERS, AGENTS, EMPLOYEES, AFFILIATED ENTITIES AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PERSONS"), HARMLESS FROM, AND REIMBURSE THE INDEMNIFIED PERSONS FOR, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) OF EVERY KIND AND CHARACTER WHICH MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR PAID BY THE INDEMNIFIED PERSONS BECAUSE OF, RESULTING FROM, OR ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING WHICH MAY BE ASSERTED BY THE INDEMNIFIED PERSONS' EMPLOYEES); PROVIDED, THAT THE FOREGOING INDEMNIFICATION SHALL NOT APPLY TO A PARTICULAR INDEMNIFIED PERSON TO THE EXTENT THAT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES SOLELY OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

17.2 HHA SHALL NOTIFY CONTRACTOR OF ANY CLAIM HHA RECEIVES NOTICE OF ASSERTED AGAINST THE INDEMNIFIED PERSONS WITH RESPECT TO WHICH INDEMNIFIED PERSONS ARE INDEMNIFIED AGAINST LOSS BY CONTRACTORS HEREUNDER WITHIN FIFTEEN (15) DAYS OF HHA'S RECEIPT OF NOTICE OF SUCH CLAIM, AND SHALL PROMPTLY DELIVER TO CONTRACTOR THE ORIGINAL OR A TRUE COPY OF ANY SUMMONS OR OTHER PROCESS, PLEADING, OR NOTICE ISSUED OR SERVED IN ANY SUIT OR OTHER PROCEEDING TO ASSERT OR ENFORCE ANY SUCH CLAIM. IF HHA OR ANY OF THE INDEMNIFIED PERSONS DO NOT PROVIDE NOTICE WITHIN THE FIFTEEN (15) DAY PERIOD, IT DOES NOT WAIVE ANY RIGHT TO INDEMNIFICATION EXCEPT TO THE EXTENT THAT CONTRACTOR IS PREJUDICED, SUFFERS LOSS, OR INCURS EXPENSE BECAUSE OF THE DELAY.

17.3 FOLLOWING SUCH NOTIFICATION, AND EXCEPT AS OTHERWISE PROVIDED BELOW, CONTRACTOR SHALL DEFEND ANY SUCH SUIT AT ITS SOLE COST AND EXPENSE WITH ATTORNEYS OF ITS OWN SELECTION WHO ARE REASONABLY SATISFACTORY TO HHA.

17.4 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LEGAL LIMITATIONS AFFECTING THE SCOPE OF PERMISSIBLE INDEMNITY SHALL BE READ INTO THESE CLAUSES SUCH THAT THE CLAUSE PROVIDES THE MAXIMUM INDEMNITY PURSUANT TO ITS TERMS WHILE STILL COMPLYING WITH THE LEGAL LIMITATIONS.

18. COMPLIANCE WITH FEDERAL REGULATIONS

18.1 The Attorneys shall comply with the Federal Regulations listed below:

- the requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin;
- the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990;
- the requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs;
- the requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated; and

- the requirements of Executive Order 11625, 12432 and 12138 to implement Minority Business Enterprises (MBE) and Women's Business Enterprise (WBE) participation goals in Federal Agencies Programs.

19. CONFLICTS OF INTEREST

19.1 If a conflict of interest arises related to the work contemplated herein, then the **Attorneys** must immediately disclose such conflict to **HHA**. Such disclosure shall include written notification to **HHA** (whether or not the **Attorneys** determine there is any actual or legal conflict of interest) if the **Attorneys** have previously represented any party with which **HHA** is negotiating (or reasonably contemplating entering into negotiations with) pertaining to any matter in which the **Attorneys** are or contemplate representing **HHA**. In the event that the **Attorneys** have previously represented a party with whom **HHA** is negotiating or contemplating entering into negotiations on any matter, then **HHA** shall, in its sole discretion, determine whether the **Attorneys** will be authorized and engaged by **HHA** to represent **HHA** in said matter or whether alternative legal representation will be selected by **HHA**. Additionally, if a conflict of interest arises and **HHA** elects to have the **Attorneys** continue to represent **HHA**, then the **Attorneys** must be willing to continue to represent **HHA** and inform other existing or potential clients that they must find representation elsewhere in particular situations. The **HHA** will reserve the right, in its sole discretion, to select another attorney or law firm to represent **HHA** in a particular matter if a conflict or potential conflict is not resolved to the satisfaction of **HHA**. Conflicts may arise not only from **Attorneys** named in the Contract but also from representation of parties to transactions involving the **HHA** by any other member of the firm, regardless of whether that attorney is in the same office or a branch office.

20. NON-WAIVER

20.1 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and until complete performance of any covenant or condition, the aggrieved party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite such forbearance or indulgence.

21. TAX EXEMPT STATUS

21.1 **HHA** is a unit of government and its functions are governmental functions. Its property is public property used for essential public and governmental purposes. By virtue of Section 392.005 of the Texas Local Government Code (the "Housing Authorities Law"), **HHA** and its property are exempt from all taxes, including sales tax. A copy of the Tax Exemption Certificate will be provided to the **Attorneys**, if required.

22. COMPLIANCE WITH M/WBE AND SECTION 3 POLICIES

22.1 When subcontracting, the **Attorneys** agree to utilize its good faith and best efforts to subcontract a sufficient dollar amount with M/WBE's certified as such or recognized by **HHA** as certified M/WBE in an effort to meet the **HHA**'s goal of a minimum of 30% of the final contract

dollars being expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that the **Attorneys** must expend on M/WBEs.

22.2 The **Attorneys** hereby specifically agree to adhere to the Proposed M/WBE Participation Plan as submitted by the **Attorneys** in Exhibit 3.

22.3 The **Attorneys** further agree to adhere to the Section 3 Business Certification as submitted by the **Attorneys** in Exhibit 4.

23. MISCELLANEOUS

23.1 This Agreement cannot be amended or otherwise altered except upon the written agreement of both parties.

23.2 This Agreement is not assignable without the express written agreement of both parties.

23.3 The provisions of this Agreement are severable.

[Signatures following]

HOUSTON HOUSING AUTHORITY

David A. Northern, Sr.
President & CEO

Date

Date

Contract No. 22-11